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DEPARTMENT OF THE AIR FORCE  
EASEMENT FOR RIGHT OF WAY  
(RAILROAD CROSSING SIGNALS & ELECTRIC UTILITY)

ON DAVIS-MONTHAN AIR FORCE BASE, ARIZONA

Easement No. DACA09-2-88-451

THE SECRETARY OF THE AIR FORCE, under and by virtue of the authority vested in him by Title 10, United States Code, Section 2668, having determined that the granting of this easement will not be against the public interest, hereby grants to the COUNTY OF PIMA, Arizona, a political subdivision organized and existing under the laws of the State of Arizona, hereinafter designated as the "Grantee", an easement for rights-of-way for the installation, operation, and maintenance of (1) Electric Utility Lines, and (2) Railroad Crossing Signals, over, across, in, and upon two parcels of land under the control of the Secretary of the Air Force situate on Davis-Monthan Air Force Base, Arizona at those locations shown outlined in RED on those two certain drawings (both titled "Valencia Road") dated 10-22-86 and 9-26-86, marked Exhibit "A" and Exhibit "B" respectively, attached hereto and made a part hereof, and described as follows:

1. Electric Utility Parcel: Substantially as shown outlined in RED on aforesaid Exhibit "A" and more fully described on Exhibit "A-1", added page titled "Legal Description of 10-Foot Wide Strip", attached hereto and made a part hereof. Containing 0.10 acre, more or less;

AND

2. Railroad Crossing Signals Parcel: Substantially as shown outlined in RED on aforesaid Exhibit "B" and more fully described on Exhibit "B-1", added page titled "Legal Description of 150-Foot Wide Strip", attached hereto and made a part hereof. Containing 0.71 acre, more or less.

The aforesaid two parcels containing an aggregate total of 0.81 acre, more or less.

THIS EASEMENT is granted subject to the following conditions:

1. That all construction, installation, and/or operation and maintenance of Railroad Crossing Signals, Electric Circuitry, plus all related equipment and appurtenances thereto, within the parcels of land described herein, hereinafter referred to as "said facilities," shall be accomplished without cost or expense to the Department of the Air Force and under the general supervision and subject to the approval of the officer having immediate jurisdiction over the property, hereinafter designated

as "said officer," and in such manner as not to endanger personnel or property of the United States on the said United States land or obstruct travel on any road thereon.

2. That the use and occupation of said land incident to the exercise of the privileges hereby granted shall be subject to such rules and regulations as the said officer may from time to time prescribe.

3. That the Grantee shall supervise the said facilities and cause them to be inspected at reasonable intervals, and shall immediately repair any defects found as a result of such inspection, or when requested by said officer to repair any defects. Upon completion of any repairs thereto, the premises shall be restored immediately by the Grantee, at the Grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of the said officer.

4. That any property of the United States damaged or destroyed by the Grantee incident to the use and occupation of the said premises, shall be promptly repaired or replaced by the Grantee to the satisfaction of the said officer or in lieu of such repair or replacement the Grantee shall, if so required by the said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.

5. That the United States reserves to itself and others the right to construct, use, and maintain across, over, and/or under the rights-of-way hereby granted, electric transmission, telephone, telegraph, water, gas, gasoline, oil and sewer lines, and other facilities, in such manner as not to create any unreasonable interference with the use of the rights-of-way herein granted.

6. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, nor for damages to the property of the Grantee, or for injuries to the person of the Grantee (if an individual), nor for damages to the property or injuries to the person of the Grantee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from or incident to government activities, and the Grantee shall hold the United States harmless from any and all such claims.

Easement No. DACA09-2-88-451  
Davis-Monthan Air Force Base, Arizona

7. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance, and use of said facilities.

8. That the Grantee shall furnish through said facilities such service as may be required from time to time for governmental purposes on said land.

9. That in the event all or any portion of said land occupied hereunder shall be needed by the United States, or in the event the existence of said facilities shall be considered detrimental to governmental activities, the Grantee shall, from time to time, upon notice so to do, and as often as so notified, remove said facilities to such other location or locations on said land as may be designated by said officer, and, in the event said facilities shall not be removed or relocated within ninety (90) days after any aforesaid notice, the United States may cause the same to be done at the expense of the Grantee.

10. That this easement may be terminated by the Secretary of the Air Force upon a reasonable notice to the Grantee if the Secretary of the Air Force shall determine that the rights-of-way hereby granted interferes with the use or disposal of said land or any part thereof by the United States or it may be terminated by the Secretary of the Air Force for failure, neglect, or refusal by the Grantee fully and promptly to comply with any and all of the conditions of this grant, or for nonuse for a period of two years, or for abandonment.

11. That upon the expiration or termination of this grant, the Grantee shall, without expense to the United States, and within such time as the Secretary of the Air Force may indicate, remove the said facilities from said land and restore the premises hereby authorized to be used and occupied to a condition satisfactory to the said officer. In the event the Grantee shall fail, neglect, or refuse to remove the said facilities and so restore the premises, the United States shall have the option either to take over the said facilities as the property of the United States, without compensation therefor, or to remove same and perform the restoration work as aforesaid at the expense of the Grantee, and in no event shall the Grantee have any claim for damages against the United States or its officers or agents, on account of the taking over of said facilities or on account of its removal.

12. That conditions of this instrument shall extend to and be binding upon and shall inure to the benefit of the successors and assigns of the Grantee.

13. That it is understood that this instrument is effective only insofar as the rights of the United States, under jurisdiction of the Department of the Air Force, in the said property are concerned; and that the Grantee shall obtain such permission as may be necessary on account of any other existing rights.

14. That, in the event that said officer determines that certain facilities, such as but not limited to, additional signs and/or lights, are necessary within and/or adjacent to the rights-of-way herein granted, whether for safety or other reasons, the Grantee shall install and maintain same without any cost or expense to the United States. The Grantee shall be allowed necessary ingress and egress to said adjacent areas, over those routes that are approved from time to time by said officer.

15. That said officer, or his designee, shall have the right to review and approve all plans and specifications that affect said rights-of-way and said adjacent areas. The review and approval by said officer, or his designee, does not negate in any way the Grantee's responsibility for maintenance and repair of property as set forth herein.

16. That the Grantee, and its contractors, shall adhere to all security and U.S. Air Force Base access requirements for personnel and equipment which shall be established by the said officer, or his designee.

17. That it is understood that the rights-of-way granted herein are solely for the specific purposes set forth on Exhibits "A-1" and "B-1" hereof, attached hereto and made a part hereof. Further, that the joint-use of said parcels is reserved by the United States, for railroad and any other purposes determined proper by the Government, whether set forth in Condition No. 5 hereof or not.

18. That the Grantee shall not remove or disturb, or cause, or permit to be removed or disturbed, any historical, archeological, architectural, or other cultural artifacts, relics, vestiges, remains or objects of antiquity, military character, or unknown origin. In the event such items are discovered on the premises, the Grantee shall immediately notify the District Engineer, Los Angeles District, and the site and material shall be protected by the Grantee from further disturbance until a professional examination of them can be made or until clearance to proceed is authorized by the District Engineer.

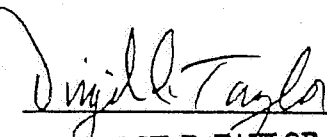
Easement No. DACA09-2-88-451  
Davis-Monthan Air Force Base, Arizona

19. That the Grantee shall not discriminate against any person or persons because of race, color, age, religion, sex, handicap, or national origin in the conduct of operations on the said premises.

20. That the Grantee shall comply with all Federal, interstate, state, and/or local governmental regulations, conditions, or instructions for the protection of the environment and all other matters as they relate to real property interests granted herein.

This Easement is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Air Force this 7 day of January, 1988.

  
\_\_\_\_\_  
VIRGIL D. TAYLOR  
Chief, Real Estate Division  
U.S. Army Engineer District, L.A.

THE AFORESAID EASEMENT, together with all the terms and conditions thereof, is accepted by the Grantee this 17 day of NOV., 1987.

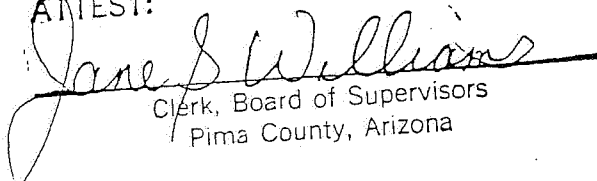
COUNTY OF PIMA

By: 

Title: CHAIRMAN BOARD OF SUPERVISORS

NOV 17 1987

ATTEST:

  
\_\_\_\_\_  
Clerk, Board of Supervisors  
Pima County, Arizona

LEGAL DESCRIPTION FOR 10-FOOT WIDE STRIP

An electrical utility easement over the easterly 10 feet of Davis-Monthan Air Force Base land lying within the southwest quarter (SW 1/4) of the northeast quarter (NE 1/4) of Section 17, Township 15 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona, being more particularly described as follows:

Commencing at the west one-sixteenth corner of the said northeast quarter (NE 1/4) of Section 17;

Thence South 0°03'23" West along the west line of the said northeast quarter a distance of 424.03 feet to a point on the westerly boundary line of that parcel of land described as Parcel I and recorded in the Pima County Recorder's Office in Docket 7328 at Page 448, said point also being the TRUE POINT OF BEGINNING;

Thence North 0°03'23" East along the west line of the said northeast quarter a distance of 33.00 feet;

Thence North 17°41'49" East a distance of 402.18 feet;

Thence South 57°35'13" East a distance of 10.34 feet to the before referenced westerly boundary line of Parcel I;

Thence South 17°41'49" West along the said westerly boundary line a distance of 431.00 feet to the TRUE POINT OF BEGINNING.

Said strip of land containing 0.10 acre, more or less.

LEGAL DESCRIPTION FOR 150-FOOT WIDE STRIP

An easement, solely for the installation, maintenance, and operation of railroad crossing signals, over that portion of Davis-Monthan Air Force Base land lying within the north one-half (N 1/2) of Section 17, Township 15 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona, being more particularly described as follows:

Commencing at the east one-sixteenth corner of the north one-half corner of the northwest quarter (NW 1/4) of said Section 17:

Thence North 89°54'21" West along the south line of the north one-half of said northwest quarter a distance of 74.93 feet to a point on the westerly boundary line of Davis-Monthan Air Force Base property;

Thence North 17°40'22" East along the said westerly boundary line a distance of 47.23 feet, to a point on the southerly right-of-way line of the proposed 150-foot wide Valencia Road, said point being the TRUE POINT OF BEGINNING;

Thence continuing North 17°40'22" East along the said westerly boundary line a distance of 155.10 feet to a point on the northerly right-of-way line of said proposed Valencia Road;

Thence South 57°35'13" East a distance of 206.81 feet to a point on the easterly boundary line of Davis-Monthan Air Force Base property, said point also lying on the northerly right-of-way line of said proposed Valencia Road;

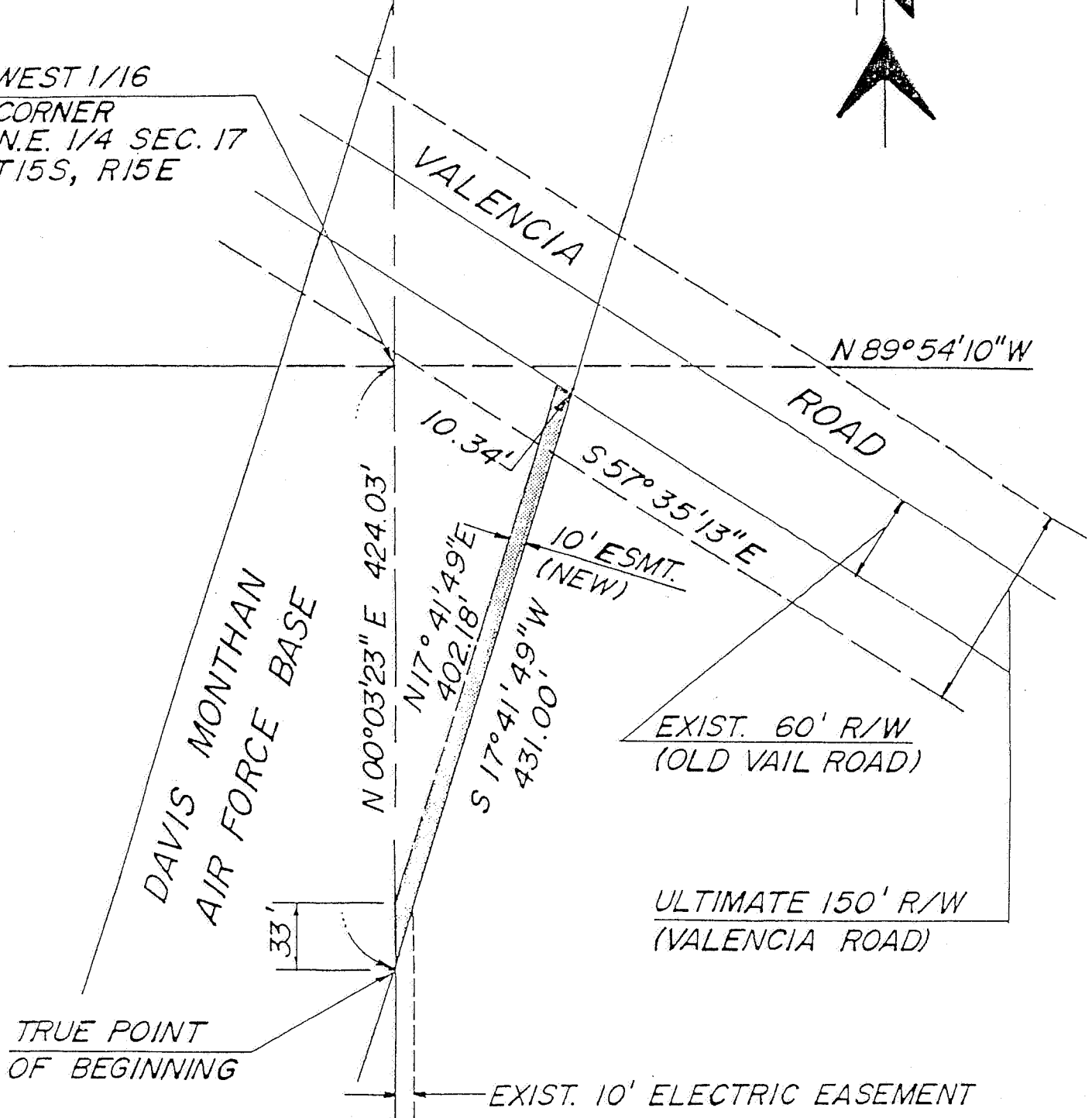
Thence South 17°40'22" West along the said easterly boundary line a distance of 155.10 feet to a point on the southerly right-of-way line of said proposed Valencia Road;

Thence North 57°35'13" West a distance of 206.81 feet to the TRUE POINT OF BEGINNING.

Said portion of land containing 0.71 acre, more or less.



WEST 1/16  
CORNER  
N.E. 1/4 SEC. 17  
T15S, R15E



VALENCIA ROAD  
KOLB RD. TO HOUGHTON RD.  
EASEMENT ACQUISITION MAP

DOOLEY-JONES &  
ASSOCIATES, INC. TUCSON, AZ.  
DESIGNED BY K.H. CHKD. BY \_\_\_\_\_  
DRAWN BY R.S. APPR. BY \_\_\_\_\_  
DATE 10-22-86 D.J.A. JOB NO. 84-303.07



N 17° 40' 22" E  
155.10'

WEST 1/16 CORNER,  
N.E. 1/4, SEC. 17  
T15S, R15E

TRUE POINT  
OF BEGINNING

N 17° 40' 22" E  
47.23'

DAVIS MONTHAN  
AIR FORCE BASE

N 00° 02' 48" E  
1/4 SEC. LINE

N 89° 54' 21" W  
74.93'

NORTH 1/4 CORNER  
SEC. 17, T15S, R15E

N 00° 02' 48" E  
1322.81'

S 57° 35' 13" E  
206.81'

S 17° 40' 22" W  
155.10'

N 57° 35' 13" W  
206.81'

VALENCIA

1/16 SEC. LINE

ROAD

NEW  
150'-  
R/W

EASEMENT AREA=  
31,017.00 Sq. Ft.  
0.712 Acres

REV. 2 - 5 - 87

VALENCIA ROAD  
KOLB RD. TO HOUGHTON RD.  
RIGHT-OF-WAY ACQUISITION MAP

DOOLEY-JONES &  
ASSOCIATES, INC. TUCSON, ARIZ

DESIGNED BY K.H. CHKD. BY             
DRWN. BY R.S. APPR. BY             
DATE 9-26-86 D.J.A. JOB NO. 84-303.07

# DEPARTMENT OF THE AIR FORCE

## AIR COMBAT COMMAND EASEMENT FOR RIGHT OF WAY

~~(PIPELINE)~~

ON

Davis-Monthan Air Force Base

No. USAF-ACC-FBNV-2-06-003

The SECRETARY OF THE AIR FORCE, under and by virtue of the authority vested in him by Title 10, United States Code, Section 2669, having found that the granting of this easement will be in the public interest and will not substantially injure the interest of the United States in the property affected thereby, hereby grants to UNION PACIFIC RAILROAD COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware with its principle office at 1400 Douglas Street, Mail Stop 1690, Omaha, NE 68179

hereinafter designated as the grantee, for a period not exceeding twenty ( 20 ) years from the date hereof, an easement for a right-of-way for the construction, operation, and maintenance of a railroad track, hereinafter referred to as "said line",

over, across, in and upon land of the United States at the location shown in red on Exhibit "B" attached hereto and made a part hereof, and more particularly described as follows:

A strip of land, 30.00 feet in width, in the County of Pima, State of Arizona, being that portion of Davis-Monthan Air Force Base within the SW ¼ of the SW ¼ of Section 27, Township 14 South, Range 14 East, Gila and Salt River Meridian, as more particularly described in tract description dated 1969 Mar 04, File 524-K-12, marked Exhibit "A", attached hereto and made a part hereof.

Containing 0.05 acres, more or less

THIS EASEMENT is granted subject to the following conditions:

### 1. Consideration

The grantee shall pay to the United States compensation in the amount of Two Thousand, Five Hundred Dollars (\$ 2,500.00 ) for the term, payable in advance. Compensation shall be made payable to the Treasurer of the United States and forwarded by the grantee to

DFAS-L1/FPB  
27 Arkansas Rd  
Limestone, ME 04751-1500

b. The grantee shall supervise the said line and cause it to be inspected at reasonable intervals, and shall immediately repair any defects found therein as a result of such inspection, or when requested by said officer to repair any defects. Upon completion of the installation of said line and the making of any repairs thereto, the premises shall be restored immediately by the grantee, at the grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of the said officer.

### 3. Regulations

The use and occupation of said land incident to the exercise of the privileges hereby granted shall be subject to such rules and regulations as the said officer may from time to time prescribe.

### 4. Damages

Any property of the United States damaged or destroyed by the grantee incident to the use and occupation of the said premises, shall be promptly repaired or replaced by the grantee to the satisfaction of the said officer or in lieu of such repair or replacement the grantee shall, if so required by the said officer, pay to the United States money in an amount sufficient

### 2. Maintenance

a. The installation and/or operation and maintenance of said line shall be accomplished without cost or expense to the United States under the general supervision and subject to the approval of the officer of the Air Force having immediate jurisdiction over the property, hereinafter designated as "said officer," and in such manner as not to endanger personnel or property of the United States on the said United States land or obstruct travel on any road thereon.

to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.

5. Reservation

The United States reserves to itself the right to construct, use, and maintain across, over, and/or under the right of way hereby granted, electric transmission, telephone, telegraph, water, gas, gasoline, oil, and sewer lines, and other facilities, in such manner as not to create any unreasonable interference with the use of the right of way herein granted.

6. Hold Harmless

a. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, nor for damages to the property of the grantee, or for injuries to the person of the grantee (if an individual), nor for damages to the property or injuries to the person of the grantee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from or incident to governmental activities, and the grantee shall hold the United States harmless from any and all such claims.

b.. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance, and use of said line.

7. Services

That the grantee shall furnish through said line such service as may be required from time to time for governmental purposes on said land, provided that payment for all such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

8. Removal/Relocation

In the event all or any portion of said land occupied by said line shall be needed by the United States, or in the event the existence of said line shall be considered detrimental to governmental activities, the grantee shall, from time to time, upon notice to do so, and as often as so notified, remove said line and related facilities to such other location or locations on said land as may be designated by said officer, and, in the event said line shall not be removed or relocated within ninety days after any aforesaid notice, the United States may cause the same to be done at the expense of the grantee.

9. Termination

This easement may be terminated by the Secretary of the Air Force upon reasonable notice to the grantee if the Secretary of the Air Force shall determine that the right of way hereby granted interferes with the use or disposal of said land or any part thereof by the United States, or it may be terminated by the Secretary of the Air Force for failure, neglect, or refusal by the grantee fully and promptly to comply with any and all of the conditions of this grant, or for nonuse, or for abandonment.

USAF-ACC-FBNV-2-06-003

10. Restoration

Upon the expiration or termination of this grant, the grantee shall, without expense to the United States, and within such time as the Secretary of the Air Force may indicate, remove the said line from said land and restore the premises hereby authorized to be used and occupied to a condition satisfactory to the said officer. In the event the grantee shall fail, neglect, or refuse to remove the said line and so restore the premises, the United States shall have the option either to take over the said line as the property of the United States, without compensation therefore, or to remove the said line and perform the restoration work as aforesaid at the expense of the grantee, and in no event shall the grantee have any claim for damages against the United States or its officers or agents, on account of the taking over of said line or on account of its removal.

11. Conditions are Binding

The conditions of this instrument shall extend to and be binding upon and shall inure to the benefit of the heirs, representatives, successors, and assigns of the grantee.

12. Permission

That it is understood that this instrument is effective only insofar as the rights of the United States in the said property are concerned; and that the grantee shall obtain such permission as may be necessary on account of any other existing rights.

13. Disputes Clause

(a) That, except as otherwise provided in this lease, any dispute concerning a question of fact arising under this lease which is not disposed of by agreement shall be decided by the said officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the lessee. The decision of the said officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the lessee mails or otherwise furnishes to the said officer a written appeal addressed to the Secretary of the Air Force. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this condition, the lessee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the lessee shall proceed diligently with the performance of the contract and in accordance with the said officer's decision.

(b) This condition does not preclude consideration of law questions in connection with decision provided for in paragraph (a) above; Provided, that nothing in this Condition shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

14. Historical Artifacts

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, vestiges, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and the material from further disturbances until said officer gives clearance to proceed.

15. Environmental Protection

a. Within the limits of their respective legal powers, the parties to this easement shall protect the premises against pollution of its air, ground, and water. The Grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, State, interstate or local government agency are hereby made a condition of this easement. The Grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

USAF-ACC-1 114V-2-06-003

b. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from activities of the Grantee, the Grantee shall be liable to restore the damaged resources.

c. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

d. If the grantee discovers military contamination on the premises, the grantee shall immediately stop work and request said officer for help.

16. Environmental Baseline Surveys

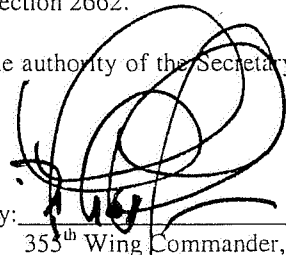
A Environmental Baseline Survey (EBS) documenting the history of the property with regard to the storage, release or disposal of hazardous substance thereon, is attached hereto and made a part hereof as Exhibit "C". Upon expiration, revocation or relinquishment of this instrument, another EBS shall be prepared which will document the environmental condition of the property at that time. A comparison of the two surveys will assist the government in determining the environmental restoration requirements of the Grantee. Any such requirements will be completed by the Grantee in accordance with the condition on RESTORATION.

That prior to execution of this easement, conditions were revised, deleted and added in the following manner:

None

This easement is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF I have hereunto set my hand by the authority of the Secretary of the Air Force this 31 day of July, 2006.

by:   
355<sup>th</sup> Wing Commander, Davis-Monthan Air Force Base

ACCEPTANCE:

All terms and conditions of this easement are accepted.

Company: Union Pacific Railroad Company

By: Chris D. Bell

Title: General Director-Real Estate

**EXHIBIT "A"**

**UNION PACIFIC RAILROAD  
EASEMENT**

**USAF-ACC-FBNV-2-06-003**

**LEGAL DESCRIPTION**

DATE: 4 March 1969  
UNIT: "M"  
ACREAGE: 0.05  
PROJECT: Davis-Monthan Air Force Base  
LOCATION: Pima County, Arizona  
FILE: 524-K-12

OUTGRANT TO SOUTHERN PACIFIC COMPANY FOR RAILROAD SIDING

A strip of land, 30.00 feet in width, in the County of Pima, State of Arizona, being that portion of Davis-Monthan Air Force Base within the Southwest one-quarter of the Southwest one-quarter of Section 27, Township 14 South, Range 14 East, Gila and Salt River Meridian, lying 15.00 feet on each side of the following described centerline:

Commencing at the Southwest corner of said section; thence along the westerly line of said section North 0° 37' 25" West 699.32 feet to the POINT OF BEGINNING at the intersection of said westerly line with the centerline of the Southern Pacific Company's Drill Track; thence northeasterly, along a non-tangent curve concave Northwesterly having a radius of 395.41 feet (tangent to said curve of last mentioned point bears North 40° 35' 40" East) through a central angle of 2° 38' 20", a distance of 18.21 feet to the beginning of a compound curve concave Northwesterly and having a radius of 573.14 feet; thence Northeasterly along last said curve through a central angle of 5° 59' 09.6" a distance of 59.88 feet to the point of ending in the westerly line of the 200-foot wide right-of-way of the Southern Pacific Company, said point of ending being North 0° 37' 25" West 62.64 feet and North 89° 22' 35" East 46.60 feet from point of ending.

The side lines of said strip of land shall be prolonged or shortened so as to terminate in the lines in which the centerline begins and ends.

Containing 0.05 acre, more or less.

Revisions made by Southern Pacific Company

Revisions checked by: W W N 10-2-69

Written by: W.H.P.

FILE: 524-K-12

Exhibit "A"

**EXHIBIT "B"**

**UNION PACIFIC RAILROAD  
EASEMENT**

**USAF-ACC-FBNV-2-06-003**

**MAPS**

UNIT "M"

0.05 AC ±

$\Delta = 5^{\circ}59'09''$   
 $R = 371.12'$   
 $L = 59.88'$

$\Delta = 2^{\circ}38'20''$   
 $R = 345.41'$   
 $L = 14.21'$

P.O.B.

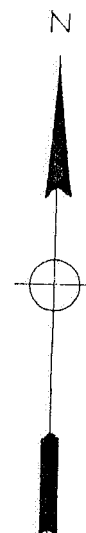
R. R. R/W to Southern Pacific Co.

200'

699.32'

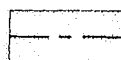
N. 0°37'25"W

28 27  
 33 34



SCALE: 1" = 100'

LEGEND



EASEMENT TO SOUTHERN PACIFIC CO. FOR  
 RAILROAD SIDING.

DEPARTMENT OF THE ARMY  
 OFFICE OF THE LOS ANGELES DISTRICT ENGINEER  
 SOUTH PACIFIC DIVISION

Davis-Monthan Air Force Base  
 Outgrant to Southern Pacific Company  
 UNIT "M"



SOUTHERN  
PACIFIC  
PIPE LINE  
EASEMENT

SECTION  
LINE

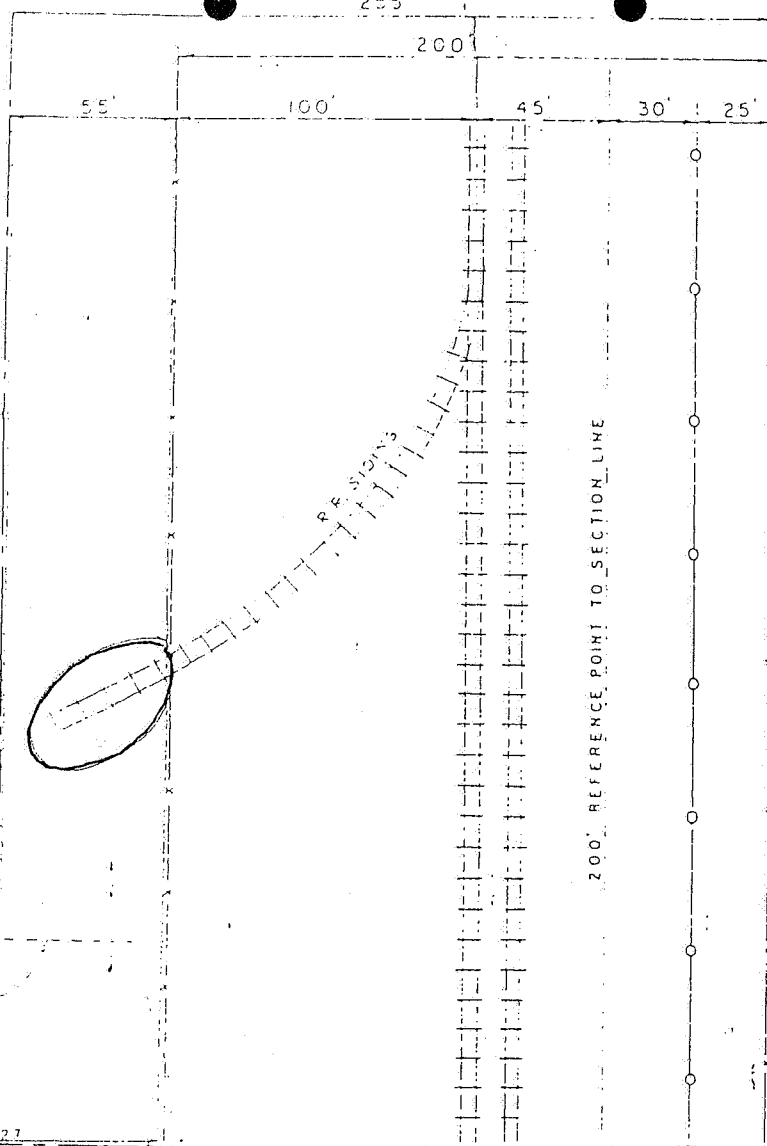
PIPE STANDS, SP PIPE LINES

# LEGEND

RR FENCE ————  
RR POWER POLES —○—○—  
RR TRACKS  
(DOUBLE TRACKS) =====

## NOTE

1. Not to scale.
2. R. R. Siding located further North. Drawing for information purposes. Exact location required survey.



File 25F  
138

**EXHIBIT "C"**

**UNION PACIFIC RAILROAD  
EASEMENT**

**USAF-ACC-FBNV-2-06-003**

**ENVIRONMENTAL BASELINE STUDY**

DATE: 4 March 1969  
UNIT: "M"  
ACREAGE: 0.05  
PROJECT: Davis-Monthan Air Force Base  
LOCATION: Pima County, Arizona  
FILE: 524-K-12

OUTGRANT TO SOUTHERN PACIFIC COMPANY FOR RAILROAD SIDING

A strip of land, 30.00 feet in width, in the County of Pima, State of Arizona, being that portion of Davis-Monthan Air Force Base within the Southwest one-quarter of the Southwest one-quarter of Section 27, Township 14 South, Range 14 East, Gila and Salt River Meridian, lying 15.00 feet on each side of the following described centerline:

Commencing at the Southwest corner of said section; thence along the westerly line of said section North  $0^{\circ} 37' 25''$  West 699.32 feet to the POINT OF BEGINNING at the intersection of said westerly line with the centerline of the Southern Pacific Company's Drill Track; thence northeasterly, along a non-tangent curve concave Northwesterly having a radius of 395.41 feet (tangent to said curve of last mentioned point bears North  $40^{\circ} 35' 40''$  East) through a central angle of  $2^{\circ} 38' 20''$ , a distance of 18.21 feet to the beginning of a compound curve concave Northwesterly and having a radius of 573.14 feet; thence Northeasterly along last said curve through a central angle of  $5^{\circ} 59' 09.6''$  a distance of 59.88 feet to the point of ending in the westerly line of the 200-foot wide right-of-way of the Southern Pacific Company, said point of ending being North  $0^{\circ} 37' 25''$  West 62.64 feet and North  $89^{\circ} 22' 35''$  East 46.60 feet from point of ending.

The side lines of said strip of land shall be prolonged or shortened so as to terminate in the lines in which the centerline begins and ends.

Containing 0.05 acre, more or less.

Revisions made by Southern Pacific Company

Revisions checked by: W W N 10-2-69

Written by: W.H.P.

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Exhibit "A"